

ASSIGNMENT.

For value received, we hereby sell, transfer and assign to Geo. T. Richards of Lawrence Kansas, all our right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by E. G. Day and Adaline F. Day, his wife, to R. T. Richards, which mortgage is recorded in Book 46 of Mortgages, Page 131, in the office of the Register of Deeds in Douglas County, Kansas.

In witness whereof, we have set our hands this 27th day of January 1912.

George T. Richards,
Charles Arthur Richards.
Executors of the last will and
Testament of R. T. Richards,
Deceased.

State of Kansas,)
County of Douglas,)ss.

Be it remembered, that on this 27th day of January 1912, before me, a Notary Public in and for said County and state, came George T. Richards and Charles Arthur Richards, executors as aforesaid, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Jennie Watt,
Notary Public.

My commission expires 30th Mch, 1912.
Recorded Oct. 4, 1918,
At 9:15 o'clock A.M.

(L.S.)

Estelle Muehrp
Register of Deeds,
Turner
Deputy.

MORTGAGE.

This indenture, Made this 26th day of July A.D. 1918, between Gordon A. Badger and Joy F. Badger, his wife, of the County of Greenwood and state of Kansas parties of the first part, and The Farmers State & Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Three thousand five hundred and no/100 (\$3,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

All of lot number thirteen (13) on Massachusetts Street, in the city of Lawrence,

To have and to hold the same, with the appurtenances thereunto belonging or in any-wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever, Provided, however, that if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Three Thousand Five Hundred and no/100 (\$3,500.00) Dollars, on the 26th day of July A.D. 1921, with interest thereon at the rate of six per cent per annum, payable semiannually on the 26th days of January and July in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and six coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said bank, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed upon said land, premises or property; also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$3,500 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to

Recorded

Oct 11 1918

Register of Deeds

(Copy filed)

Lawrence State & Savings Bank
Box 10 of Lawrence, Kan.

The following is endorsed on the original instrument
This note secured by this mortgage has been paid in full
and this mortgage has been duly released and cancelled etc
30th day of July A.D. 1919